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Attorneys for Defendants
MARTINDALE-HUBBELL AND
LEXIS/NEXIS, divisions of
REED ELSEVIER, INC.

ORIGINAL FILED
05 AUG 30 PM 3:01
RICHARD W. WIEKING
CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

E-Filing

UNITED STATED DISTRICT COURT

FOR THE NORTHERN DISTRICT OF CALIFORNIA

SAN FRANCISCO DIVISION

MHP

INHERENT.COM aka INHERENT, Plaintiff, v. MARTINDALE-HUBBELL, LEXIS/NEXIS INC. and DOES 1 through 200 inclusive, Defendants.	No. C 05 3515 **NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1441(b) (DIVERSITY); CERTIFICATION OF INTERESTED ENTITIES OR PERSONS PURSUANT TO LOCAL RULE 3-16** Complaint Filed: July 29, 2005

TO THE JUDGES AND THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF CALIFORNIA:

PLEASE TAKE NOTICE THAT, pursuant to 28 U.S.C. §§ 1441(a), 1441(b), 1446, and 1332, Defendants Martindale-Hubbell and Lexis/Nexis, divisions of Reed Elsevier, Inc. (collectively, "Defendants"), hereby remove the above-captioned action from the Superior Court of the State of California, County of San Francisco, to the United States District Court for the Northern District of California, San Francisco Division.

1. On or about July 29, 2005, Plaintiff Inherent.com aka Inherent, Inc. ("Plaintiff") filed a Complaint for Declaratory Relief, Breach of Contract, and Fraud against Defendants in the Superior Court of the State of California, County of San Francisco, Case No. CGC 05443573 ("Complaint"), entitled Inherent.com aka Inherent v. Martindale-Hubbell et al. (the "State Court

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DOCKET COPY
AUG 30 2005

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Action"). A copy of all pleadings, notices, process and orders received by Defendants, including the Complaint and the Notice of Service of Process on Reed Elsevier, Inc. is attached hereto as Exhibit A.

2. The first date upon which Defendants received a copy of the such Summons and Complaint was August 1, 2005, through the attempted, although potentially defective, service of process on Reed Elsevier, Inc. This Notice of Removal is thus filed within thirty days of the first date of receipt of a copy of the Summons and Complaint by any Defendant and is timely pursuant to 28 U.S.C. § 1446(b).

3. This Court has original jurisdiction over Plaintiff's Complaint pursuant to 28 U.S.C. § 1332, because this civil action involves citizens of different states and the matter in controversy exceeds the sum of $75,000, exclusive of interests and costs, because, among other things, Plaintiff alleges in its Complaint that Defendants breached a contract whereby Defendants agreed to purchase Plaintiff for the sum of $780,000. Plaintiffs' claim may be removed by Defendant pursuant to the provisions of 28 U.S.C. § 1441(b).

4. Defendants are informed and believe that Plaintiff was incorporated under the laws of Oregon at the time the State Court Action was filed, and still is, a citizen of the State of Oregon, with its principal place of business in Portland, Oregon.

5. Martindale-Hubbell and Lexis/Nexis are not legal entities, but divisions of Reed Elsevier, Inc. At the time of the filing of the State Court Action, Reed Elsevier, Inc., was and still is, incorporated under the laws of the State of Massachusetts, with its principal place of business and headquarters located in Newton, Massachusetts. Martindale-Hubbell's principal place of business is New Providence, New Jersey, and the principal place of business of Lexis/Nexis is Miamisburg, Ohio.

6. The Complaint also names certain Doe Defendants 1-200. Pursuant to 28 U.S.C. § 1441(a), the citizenship of such fictitious Doe defendants shall be disregarded for purposes of removal.

7. Defendant is informed and believes that the amount in controversy in this action, exclusive of interest and costs, exceeds the sum of seventy-five thousand dollars ($75,000). In the

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State Court Action, among other things, Plaintiff alleges that Defendants entered into an agreement with Plaintiff to purchase Plaintiff for a total sum of $780,000.00 and also agreed to hire certain key employees of Plaintiff. Plaintiff claims that Defendants breached the contract by not fulfilling its duties under the parties' purported purchase contract, Defendants never intended to purchase Plaintiff, and Defendants allegedly used unspecified trade secrets of Plaintiff to obtain some supposed unfair advantage. The Complaint alleges that Defendants contend that no firm or binding contract existed between the parties. Accordingly, Defendants is informed and believes that the amount in controversy exceeds $75,000.

8. Defendants may properly remove the State Court Action to this Court because diversity of citizenship exists between Plaintiff and Defendants and the matter in controversy between them is in excess of $75,000. Accordingly, this Court has original jurisdiction over this action, pursuant to 28 U.S.C. § 1332.

9. Venue lies in the United States District Court for the Northern District of California, San Francisco Division, pursuant to 28 U.S.C. § 1441(a) because the State Court Action was filed and is pending in this district.

10. Defendant will give notice today of the filing of this Notice of Removal to Plaintiffs and to the Clerk of the Superior Court of the State of California in and for the County of San Francisco. The Notice of Removal is concurrently being served on all parties.

WHEREFORE, defendant prays that the State Court Action be removed from the Superior Court of the State of California in and for the County of San Francisco to this Court.

DATED: August 30, 2005

SHARTSIS FRIESE LLP

By ______________________
ZESARA C. CHAN

Attorneys for Defendants
MARTINDALE-HUBBELL AND
LEXIS/NEXIS, divisions of REED ELSEVIER, INC.

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CERTIFICATION OF INTERESTED ENTITIES OR PERSONS

(PURSUANT TO LOCAL RULE 3-16)

Pursuant to Civil Local Rule 3-16, the undersigned, counsel of record for Martindale-Hubbell and Lexis/Nexis, divisions of Reed Elsevier, Inc., on information and belief, certifies that the following listed persons, associations or persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

1. Reed Elsevier, Inc. (named defendants are divisions of Reed Elsevier, Inc.).
2. Inherent, Inc. (named plaintiff).
3. Inherent.com (named plaintiff).

DATED: August 30, 2005

SHARTSIS FRIESE LLP

By [signature]
ZESARA C. CHAN

Attorneys for Defendants
MARTINDALE-HUBBELL AND
LEXIS/NEXIS, divisions of REED ELSEVIER, INC.

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CSC.

CORPORATION SERVICE COMPANY

SCL / ALL
Transmittal Number: 4104097
Date Processed: 08/02/2005

Notice of Service of Process

Primary Contact:	Mr. Henry Horbaczewski Reed Elsevier 125 Park Avenue Floor 23rd New York, NY 10017
Entity:	LexisNexis Courtlink, Inc. Entity ID Number 2209298
Entity Served:	LexisNexis Courtlink, Inc.
Title of Action:	Inherent.Com vs. Martindale-Hubbell
Document(s) Type:	Summons/Complaint
Nature of Action:	Contract
Court:	San Francisco County Superior Court , California
Case Number:	CGC05443573
Jurisdiction Served:	California
Date Served on CSC:	08/01/2005
Answer or Appearance Due:	30 Days
Originally Served On:	CSC
How Served:	Personal Service
Plaintiff's Attorney :	Patrick E. Catalano 415-788-0207

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

To avoid potential delay, please do not send your response to CSC.
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | sop@cscinfo.com

EXHIBIT A

SUM-100

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

SUMMONS
(CITACION JUDICIAL)

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO): Martindale-Hubbell, Lexis/Nexis, Inc. & Does 1 through 100, inclusive

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE): inherent.com, aka inherent

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.courtinfo.ca.gov/selfhelp/espanol/), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.courtinfo.ca.gov/selfhelp/espanol/) o poniéndose en contacto con la corte o el colegio de abogados locales.

The name and address of the court is:
(El nombre y dirección de la corte es): SUPERIOR COURT
400 McALLISTER STREET RM 103
SAN FRANCISCO, CA 94102

CASE NUMBER: (Número del Caso): CGC 05 443573

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
PATRICK E. CATALANO
LAW OFFICES OF PATRICK E. CATALANO
781 BEACH ST, STE 333 SAN FRANCISCO, CA 94109

DATE: (Fecha) JUL 2 9 2005 GORDON PARK-LI Clerk, by (Secretario) Jun Panelo, Deputy (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citatión use el formulario Proof of Service of Summons, (POS-010)).

[SEAL] SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN FRANCISCO

NOTICE TO THE PERSON SERVED: You are served
1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☒ on behalf of (specify): Lexis/Nexis, Inc.
under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

Page 1 of 1

Form Adopted for Mandatory Use
Judicial Council of California
SUM-100 [Rev. January 1, 2004]

SUMMONS

Code of Civil Procedure §§ 412.20, 465

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ENDORSED
FILED
San Francisco County Superior Court

JUL 2 9 2005

GORDON PARK-LI, Clerk
BY: JUN R. PANELO
Deputy Clerk

PATRICK E. CATALANO (SBN #60774)
Law Offices of Patrick E. Catalano
781 Beach Street, Suite 333
San Francisco, CA 94109
Tel: (415) 788-0207
Fax: (619) 447-9841

Attorney for Plaintiff

CASE MANAGEMENT CONFERENCE SET
PLAN I DEC 3 0 2005 9:00AM
DEPARTMENT 212

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN FRANCISCO

INHERENT.COM aka INHERENT,

Plaintiff,

vs.

MARTINDALE-HUBBELL, LEXIS/NEXIS INC. and Does I through 200 inclusive,

Defendants.

Case No.: CGC 05 4 4 3 5 7 3

COMPLAINT FOR

1. DECLARATORY RELIEF
2. BREACH OF CONTRACT
3. FRAUD

GENERAL ALLEGATIONS

1. Plaintiff INHERENT.COM aka INHERENT, INC. (hereinafter INHERENT, INC.), is a corporation conducting substantial business in San Francisco, California, which is in the business of making web sites for law firms across the country.

2. Defendant LEXISNEXIS is the parent company of MARTINDALE-HUBBELL which entered into an agreement with Inherent, Inc., to purchase Inherent, Inc., for a total sum of $780,000.00 plus hiring key employees under contracts which offered long-term employment to the employees. LEXISNEXIS performs substantial business in California, and is licensed to practice business therein.

3. The true names and capacities, whether individual, corporate, associate, or otherwise of Defendants does 1 through 200, inclusive, are unknown to Plaintiff who therefore sues said Defendants by such fictitious names. Upon their discovery, Plaintiff will amend his complaint to show their names and capacities.

4. At all times herein mentioned, each of the Defendants named as Doe was and still is, legally responsible in some manner for the events and happenings herein referred to, and proximately caused all injuries and damages to Plaintiff as alleged.

5. At all times herein mentioned, Defendants and each of them, were the agents servants or employees of each other and were acting within the course and scope of their agency and employment.

6. A contract was entered into whereby Inherent, Inc., would be purchased by LEXISNEXIS/MARTINDALE-HUBBELL for the sum of $780,000.00.

7. The terms of the contract were that a due diligence period would take place, after which all contingencies would be removed and the contract would be confirmed.

8. Pursuant to the attached chronology, set forth in the letter drafted to LEXISNEXIS/MARTINDALE-HUBBELL and written by the Law Firm of Patrick E. Catalano, attached hereto as Exhibit A, the contingencies were removed on June 16, 2005. After removing these contingencies, LEXISNEXIS/MARTINDALE-HUBBELL sent nine employees to Portland, Oregon, the then principle place of business for Inherent, Inc., to look through the financial records, client contracts, programming source code, network operations, and all other relevant information.

9. LEXISNEXIS/MARTINDALE-HUBBELL states that no firm contract existed, while Inherent, Inc. takes the position that a binding contract was entered into, which was breached by LEXISNEXIS/MARTINDALE-HUBBELL.

WHEREFORE total damages are prayed as follows:

FIRST CAUSE OF ACTION

DECLARATORY RELIEF

10. Plaintiffs incorporate as fully set forth paragraphs 1 through 9 above.

11. Inherent, Inc., asks the Court to determine that a contract is in existence between Inherent, Inc., and LEXISNEXIS/MARTINDALE-HUBBELL, which was breached by Defendant's non-performance under the contract, causing damages to Plaintiff.

WHEREFORE total damages are prayed as follows:

SECOND CAUSE OF ACTION
BREACH OF CONTRACT

12. Plaintiffs incorporate as fully set forth paragraphs 1 through 11 above.

13. LEXISNEXIS/MARTINDALE-HUBBELL breached its contract with Inherent, Inc., thereby causing serious damage as it demanded that Inherent, Inc. suspend all sales efforts and the billing of existing clients in anticipation of LEXISNEXIS/MARTINDALE-HUBBELL taking over Inherent, Inc. This caused substantial damage to Inherent, Inc. in view of the fact that LEXISNEXIS/MARTINDALE-HUBBELL breached it contract by not fulfilling its duties under the contract between the parties.

WHEREFORE total damages are prayed as follows:

THIRD CAUSE OF ACTION
FRAUD

14. Plaintiffs incorporate as fully set forth paragraphs 1 through 13 above.

15. Plaintiffs are informed and believe that Defendants entered into the contract in bad faith for the purpose of finding out Plaintiff's trade secrets. This allowed Defendants to utilize this trade secret information to obtain an unfair competitive advantage in their own business of creating web sites for law firms throughout the United States. Defendant's never intended to purchase Inherent, Inc., but only had the intent to obtain the trade secrets of Plaintiff, and then utilize them in their own business.

WHEREFORE Plaintiff prays as follows:

1. For a declaration that a binding contract exists.
2. For actual damages.
3. For consequential damages.
4. For special damages.
5. For attorney's fees and costs.
6. For such other further relief as deemed appropriate.

Dated:

PATRICK E. CATALANO
Attorney for Plaintiff

EXHIBIT A

TO: San Francisco.

LAW OFFICES OF PATRICK E. CATALANO
A PROFESSIONAL CORPORATION

SAN DIEGO OFFICE
THE KOLL CENTER
501 WEST BROADWAY, SUITE 740
SAN DIEGO, CALIFORNIA 92101-3544
(619) 233-3585
FAX (619) 233-8541
(RESPOND TO THE ABOVE)

SAN FRANCISCO OFFICE
781 BEACH STREET, SUITE 333
SAN FRANCISCO, CALIFORNIA 94109
(415) 788-0257
FAX (415) 447-0050

SENT VIA FAX
(937) 865-1211
July 13, 2005

Richard Jacobs
Vice President Law
Deputy General Counsel
LexisNexis
9443 Springboro Pike
Miamisburg, OH 45342

Re: Inherent/LexisNexis

Dear Mr. Jacobs:

This will confirm our telephone conference call on 7/12/05. The following is a chronology of events:

LexisNexis Martindale-Hubbell ("MH") was approached by Debra Kamys of Inherent.Com, Inc. ("ICI") in late July 2004 to re-start discussions about an acquisition. This was prompted by the public announcement that HubbardOne, a competitor of ICI's, was acquired by FindLaw (West), a competitor of LexisNexis Martindale-Hubbell's.

In early September 2004, MH requested a phone conference with ICI to discuss ICI's products and services and how to integrate the two businesses. On 10/25/04 (after performing an internal investigation), Tim Corcoran (VP, Large Law) of MH informed ICI that MH had a "green light" to proceed with a partnership or an outright acquisition of ICI. A team of four from MH traveled to Portland, OR for in-person meetings with ICI personnel on November 1-2, 2004. Proposed workflows were discussed and ICI shared detailed information about its products and services. On 11/19/04, Carlton Dyce (Sr. Director, Customer Experience) informed ICI that MH had decided to "lead with an acquisition model and fall back on a partnership model." Delays ensued until John Roney (VP, IT) informed ICI that LexisNexis's acquisition of Interface Software was finalized; MH was now free to focus on the acquisition of ICI. On 1/5/05, John R. sent an e-mail to ICI identifying MH's desire to "kick things into high gear" with the acquisition.

On 2/4/05, John R. sent Debra an e-mail identifying the reasons MH was pursuing the acquisition. Another trip to Portland was planned for late February, and MH requested additional information and documents. On 2/15/05, Debra provided John R. with top-level financials from ICI for 2003 and 2004. On 2/16/05, a more detailed breakdown of 2003 and 2004 financials was provided to Michael Little (Director, Program Manager). John R. identified a need to re-work internal models as he'd believed ICI had performed better financially in 2004, but responded with "I agree that we should focus on the forward track" when Debra pointed out "I believe our main focus for this potential acquisition ought to be on what we're expected to do together rather than on what we have done on our own in the past." More discussions were had wherein all agreed that ICI would perform well when utilizing MH's sales force for its products and services.

"A"

Richard Jacobs
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Carlton D. and Michael L. returned to Portland for in-person meetings on 2/22 – 2/23/05. During those meetings, ICI provided detailed financial information covering the past 7 years as well as projections for the next 5 years. The *Dynapsis* product was reviewed in detail, with ICI's software development staff sharing back-end coding practices as well as the customer experience with the product.

On 3/24/05, John R. and Debra spoke via telephone; during this call, John R. shared MH's decision to NOT acquire ICI in its entirety. The focus changed to an asset purchase, and at this time all were focused solely on MH purchasing the right to use ICI's *Dynapsis* product. John R. shared that he believed the code was worth $400,000 to $700,000 to MH. During this call, a plan was made for Debra to fly to Phoenix during the LMA Conference in order to meet with Paul Gazzolo (COO) to discuss the asset purchase and to provide a demonstration of *Dynapsis*.

On 4/7/05, Debra presented *Dynapsis* to Paul G. Also present were Michael L. and Aaron Usiskin (Director, Client Development). During this meeting, all parties agreed that a revised model of MH acquiring ICI's code and clients would be adopted, and that MH would expect ICI to cease selling to the legal industry when all was complete with the sale. Discussions were held and expectations were set that MH would directly hire certain ICI employees after the sale, and that those employees would become part of the MH team in New Jersey or remotely.

On 4/29/05, Debra and Paul G. spoke via telephone; during this call, Paul G. shared that MH's Business Development team had "green-lighted" the deal but that John Lawler (CEO) wanted to meet Debra and see the *Dynapsis* presentation before providing final sign-off on the acquisition. During this call, Paul G. told Debra "You should definitely feel good about this." A plan was made for Debra to travel to New Jersey in late May 2005.

The visit to NJ included two *Dynapsis* presentations (one to several people, including some from the LexisNexis team in Dayton, OH, and another to John L. and approximately 8 others in the Executive Boardroom), and also included several meetings with others at MH to discuss implementation plans as well as operating plans post-acquisition. Debra shared her presentation suggesting a new Technical Product Division at MH with Aaron U., Carlton D. and Chris Whitmore (Market Planning). At the 5/25/05 off-site dinner meeting with approximately 10 members of the MH team, Paul G. presented Debra with MH's official Letter of Intent to acquire ICI's assets. The overwhelming attitude was celebratory, with congratulations and drinks shared all around.

On 5/26/05, a meeting with Debra, Paul G. and Michael L. was held in Paul G.'s office, with John E. and Richard Jacobs (LexisNexis attorney) attending via phone. At this time, the Letter of Intent was discussed in-depth and the amount offered for purchase was $375,000. Debra shared that ICI was expecting an offer in the range of $1.2 million and all agreed that MH would need to change the offer amount. In a one-on-one meeting with Paul G., a verbal commitment was made to Debra regarding direct employment with MH for herself post-acquisition. Employment for other ICI employees was discussed, but no commitments were made at this time.

Debra returned to Portland with the MH Letter of Intent and met with ICI's Board of Directors. A conference call was held on 6/2/05 with ICI's Board of Directors and Paul G., John E. and Richard J. from the LexisNexis/MH team. During the call, MH revised its offer amount for asset purchase to $780,000, with an expectation that this figure would be reduced by $80,000 due to ICI liabilities. The liabilities were defined as projects for which money had already been collected yet services have not yet been completely provided. As an example, a law firm who paid for one year of hosting in January 2005 would have a liability of 6 months' worth of hosting fees if MH assumed the contract in July 2005.

On 6/8/05, Debra sent John E. the full detail of ICI's 2004 financials, as well as the list of expected client liabilities with a July 2005 acquisition. The liability amount was identified to be approximately $60,000. Also sent were financials specific to the Outside Web Link ("O.W.L.") product used by Gibney, Anthony & Flaherty, which was projected to be packaged and sold to other immigration law firms.

On 6/9/05, Paul G. sent Debra a revised Letter of Intent containing edits from the 6/2/05 conference call. The amount for purchase was identified to be $780,000 with a reduction of approximately $80,000 for the liabilities as described above. ICI's Board of Directors made edits to the Letter of Intent, then signed and faxed it to Paul G. on 6/15/05. On 6/16/05, MH identified a need for a majority percentage of shareholders' signatures on the Letter of Intent and stated that the contract would be final and accepted by MH upon a majority of shareholders to sign. On 6/17/05, ICI obtained a signature from its 36% shareholder, which (when added to the signatures from the Board members) constituted the majority required. Paul G. stated "we have a deal" and therefore MH agreed to an immediate site visit.

During the visit after the agreement was finalized to purchase the assets of ICI by MH ICI provided the MH team with three binders of information in response to their list requesting production of documents. Extremely sensitive information was shared, including corporate documents, company financials, client contact lists and employee salaries. Furthermore, detailed descriptions of products and services sold by ICI were shared, with MH having the opportunity to review code and coding practices in-depth while on-site. MH was also given two binders containing copies of every legal client's contract(s) with ICI; MH was very insistent on getting the copies of all contracts while on-site, even though the time to make copies placed a burden on ICI's staff. The burden was explained but MH was adamant that obtaining copies of all contracts was necessary. Each contract contains detailed information including client names and contact information, as well as pricing and contract expiration dates.

MH also conducted intense interviews with ICI's Network Operations staff, obtaining detailed descriptions of how ICI sets up and manages its network facility. One member of the MH team, Anthony Rodig, acted in a manner described by ICI staff as "arrogant and rude". In response to discussions with Anthony R., one member of ICI's staff resigned on 6/24/05 (Mark Holm). Mark H. explained that Anthony R. made it clear to him that he was not going to be needed once the asset purchase was completed and the transition began, so he resigned to protect himself. This left ICI in a precarious situation, as running the Network Operations Center is a two-person job and the remaining individual has identified his intent to resign soon if he doesn't get support. On 7/8/05, another ICI employee resigned (Kary Boothroyd). On 6/28/05 MH stated it would not go

Richard Jacobs
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forward with the deal even after they had agreed and entered into a contract to purchase ICI's assets. This constitutes breach of contract!!

It is also important to note that the Letter of Intent, originally received from MH on 5/25/05, included a requirement that ICI not sell any products or services to "lawyers, law firms or bar associations or others acting on behalf of those types of customers" for the duration of the Due Diligence period. MH unilaterally terminated the contract on 6/28/05, so ICI was put in a position of having very low sales allowed for nearly five weeks. This has been extremely damaging to the business of ICI, as it is now very behind in collecting monies from its clients.

Furthermore, it is ICI's position that MH terminated the contract without merit and without interest in allowing ICI to remedy any concerns or problems. MH cited the reason that "the diligence work revealed to us facts and conditions that were not consistent with preliminary information provided to us before the diligence visit and our assumptions based upon that preliminary information." Phone calls identified three main areas of concern:

1. Too many versions of ColdFusion code running on ICI's servers;
2. Too many versions of Dynapsis code; and
3. Financial concerns

ICI's responses:

1. On 11/2/04, during MH's on-site visit with Michael L., Carlton D. and Peter P., MH asked for a breakdown of ICI's technologies. ICI shared with MH that it was currently using ColdFusion 4.5, ColdFusion 4.5.1, ColdFusion 5 and ColdFusion MX. Furthermore, on 5/17/05, Debra provided a document to Michael L. with a full breakdown of all server configurations. This document revealed that ICI runs ColdFusion 4.5.1, ColdFusion 5 and ColdFusion MX, which IS consistent with what MH learned during the Due Diligence visit.
2. Similarly, discussions with Debra and members of ICI's Software Development staff during the 11/2/04 on-site visit with Michael L., Carlton D. and Peter P. revealed that ICI does indeed have many versions of its Dynapsis code. Reference this question from MH, followed by ICI's response:
   Frequency of changes to the core code base?
   => The code base encounters fundamental changes about every six months. This includes integration of new, third party tools and also the addition/modifications of the server modules.
3. ICI's financial situation should not have played a role in MH's decision, because the transaction focused solely on MH's purchase of ICI's assets. In discussions with John E. via phone and during the on-site Due Diligence meetings in mid-June 2005, Debra shared that ICI was in open discussions with all creditors and that all creditors were willing to wait for payment until the first payment from MH was received (expected in late July 2005). Some creditors were willing to wait until the second payment was received in the fall of 2005 to receive full payment. Also of note is that ICI shared its 2004 financials with Michael L. and Carlton D. during their visit in February 2005.

Richard Jacobs
Page 5
7/13/2005

Furthermore, both Debra and Charlie Van Rossen (ex-Chairman, ICI Board of Directors) asked Paul G. if there were any steps ICI could take to alleviate MH's concerns. Both were met with a resolute attitude that made it clear that MH had no intentions of working with ICI to remedy the alleged problems.

Overall, MH has irreparably damaged ICI by MH's breach of contract. Financial models were reviewed and approved by MH at several points throughout the process, and ICI was repeatedly given positive feedback. Furthermore, there were several occasions when MH identified its desire to move things forward quickly, yet delays occurred nearly every step of the way. ICI has had two key employees resign, along with its Chairman of the Board, due to circumstances related to the MH situation. Additionally, being asked to NOT sell to the legal industry for a period of five weeks has left ICI in a financially harmed position. ICI also feels at risk for future competition if it is able to continue its business model... ICI understands that MH still desires to have the products and services at issue in its own arsenal for sales; giving MH's team an intense look inside ICI's operation provided an unfair advantage that leaves ICI exposed. The bottom line is that MH breached the contract and allowed no attempts for ICI to remedy alleged problems, leaving ICI greatly harmed. ICI will not stand for this.

Unless a settlement is reached within five (5) days, a lawsuit will be filed. You brought to my attention the fact that you will be out of town soon.; regardless of your status, we must have a response no later than 7/18/05.

Very truly yours,

LAW OFFICES OF PATRICK E. CATALANO

By: [signature]
Patrick E. Catalano, Esq.

cc: Clients

c:/ld/inherent/Jacobs.ltr

Aug-03-2005 11:05am From-REED ELSEVIER +2123095487 T-403 P.014/031 F-011

982.2(b)(1)

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, state bar number, and address):	FOR COURT USE ONLY
Patrick E. Catalano (Bar # 60774) Law Offices of Patrick E. Catalano 781 Beach Street, Suite #333 San Francisco, California 94102 TELEPHONE NO.: (415) 788-0207 FAX NO.: (415) 447-0066 ATTORNEY FOR (Name): Inherent, Inc aka Inherent.com, Plaintiffs	
INSERT NAME OF COURT, JUDICIAL DISTRICT, AND BRANCH COURT, IF ANY See Attachment	
CASE NAME: INHERENT.COM AKA INHERENT., v. LEXIS/NEXIS, INC.	

CIVIL CASE COVER SHEET	Complex Case Designation	CASE NUMBER:
[ ] Limited [X] Unlimited	[ ] Counter [ ] Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 1811)	CGC 05 443573 ASSIGNED JUDGE:

Please complete all five (5) items below.

1. Check one box below for the case type that best describes this case:

Auto Tort
- [ ] Auto (22)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
- [ ] Asbestos (04)
- [ ] Product liability (24)
- [ ] Medical malpractice (45)
- [ ] Other PI/PD/WD (23)

Non-PI/PD/WD (Other) Tort
- [ ] Business tort/unfair business practice (07)
- [ ] Civil rights (e.g., discrimination, false arrest) (08)
- [ ] Defamation (e.g., slander, libel) (13)
- [ ] Fraud (16)
- [ ] Intellectual property (19)
- [ ] Professional negligence (e.g., legal malpractice) (25)
- [ ] Other non-PI/PD/WD tort (35)

Employment
- [ ] Wrongful termination (36)
- [ ] Other employment (15)

Contract
- [X] Breach of contract/warranty (06)
- [ ] Collections (e.g., money owed, open book accounts) (09)
- [ ] Insurance coverage (18)
- [ ] Other contract (37)

Real Property
- [ ] Eminent domain/Inverse condemnation (14)
- [ ] Wrongful eviction (33)
- [ ] Other real property (e.g., quiet title) (26)

Unlawful Detainer
- [ ] Commercial (31)
- [ ] Residential (32)
- [ ] Drugs (38)

Judicial Review
- [ ] Asset forfeiture (05)
- [ ] Petition re: arbitration award (11)
- [ ] Writ of mandate (02)
- [ ] Other judicial review (39)

Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 1800-1812)
- [ ] Antitrust/Trade regulation (03)
- [ ] Construction defect (10)
- [ ] Claims involving mass tort (40)
- [ ] Securities litigation (28)
- [ ] Toxic tort/Environmental (30)
- [ ] Insurance coverage claims arising from the above listed provisionally complex case types (41)

Enforcement of Judgment
- [ ] Enforcement of judgment (e.g., sister state, foreign, out-of-county abstracts) (20)

Miscellaneous Civil Complaint
- [ ] RICO (27)
- [ ] Other complaint (not specified above) (42)

Miscellaneous Civil Petition
- [ ] Partnership and corporate governance (21)
- [ ] Other petition (not specified above) (43)

2. This case [ ] is [X] is not complex under rule 1800 of the California Rules of Court. If case is complex, mark the factors requiring exceptional judicial management:
   a. [ ] Large number of separately represented parties
   b. [ ] Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
   c. [ ] Substantial amount of documentary evidence
   d. [ ] Large number of witnesses
   e. [ ] Coordination and related actions pending in one or more courts in other counties, states or countries, or in a federal court
   f. [ ] Substantial post-disposition judicial disposition
3. Type of remedies sought (*check all that apply*):
   a. [X] monetary b. [ ] nonmonetary; declaratory or injunctive relief c. [ ] punitive
4. Number of causes of action (*specify*): THREE (3)
5. This case [ ] is [X] is not a class action suit.

Date: July 29, 2005

Patrick E. Catalano
(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate, Family, or Welfare and Institutions Code). (Cal. Rules of Court, rule 982.2.)
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 1800 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a complex case, this cover sheet shall be used for statistical purposes only.

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Attachment

1. SUPERIOR COURT OF THE STATE OF CALIFORNIA
   IN AND FOR THE COUNTY OF SAN FRANCISCO
   400 McAllister Street
   San Francisco, CA 94102

Superior Court of California
County of San Francisco

Judicial Mediation Pilot Program

Introducing a new court alternative dispute resolution program that provides judicial mediation of complex civil cases

The Judicial Mediation program offers mediation of complex civil litigation by a San Francisco Superior Court judge familiar with the area of the law that is the subject of the controversy. Cases that will be considered for participation in the program include, but are not limited to professional malpractice, construction, employment, insurance coverage disputes, mass torts and complex commercial litigation. Judicial mediation offers civil litigants the opportunity to engage in early mediation of a case shortly after filing the complaint in an effort to resolve the matter before substantial funds are expended. This program may also be utilized at anytime throughout the litigation process. The panel of judges currently participating in the program includes:

The Honorable Paul H. Alvarado
The Honorable Ellen Chaitin
The Honorable John J.Conway
The Honorable Robert L. Dondero
The Honorable Ernest H.Goldsmith
The Honorable Patrick J. Mahoney
The Honorable Tomar Mason
The Honorable James J. McBride
The Honorable Kevin M. McCarthy
The Honorable John E. Munter
The Honorable Charlene Padovani Mitchell
The Honorable A. James Robertson, II
The Honorable Alex Saldamando
The Honorable James L. Warren

Parties interested in judicial mediation should file the Stipulation to Alternative Dispute Resolution form attached to this packet indicating a joint request for inclusion in the program. A preference for a specific judge may be indicated. The court Alternative Dispute Resolution Coordinator will facilitate assignment of cases that qualify for the program.

Note: Space is limited. Submission of a stipulation to judicial mediation does not guarantee inclusion in the program. You will receive written notification from the court as to the outcome of your application.

Superior Court Alternative Dispute Resolution
400 McAllister Street, Room 103, San Francisco, CA 94102
(415) 551-3876

5/16/05

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Superior Court of California
County of San Francisco

Voluntary Early Mediation Program

Introducing a new court alternative dispute resolution program providing three hours of free mediator time

The Voluntary Early Mediation Program (VEM) is a coordinated effort of the San Francisco Superior Court and The Bar Association of San Francisco (BASF). It is designed to afford civil litigants the opportunity to engage in early mediation of a case shortly after filing the complaint, in an effort to resolve the matter before substantial funds are expended on the litigation process.

The mediators participating in the program have been pre-approved by the court pursuant to strict educational and experience requirements and have agreed to provide one hour of preparation and two hours of session time at no charge. While the goal of the program is to provide service at the outset of the litigation, the program may be utilized at anytime throughout the litigation process.

After submission of the signed Stipulation to Alternative Dispute Resolution form included in the court ADR package the parties will be contacted by BASF. Upon payment of the $200 per party administration fee, a mediator, qualified in the appropriate area of law will be assigned from the list of court approved mediation providers. Parties will be provided with a biography and fee schedule of the assigned mediator. Should the mediator be unacceptable to the parties, another will be assigned, until one is found that is agreeable to all parties. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected.

A copy of the Voluntary Early Mediation Program Procedures can be found on the BASF website at www.sfbar.org, or you may call BASF at 415-982-1600 for a copy.

Superior Court Alternative Dispute Resolution
400 McAllister, Rm. 103, San Francisco, CA 94102
(415)551-3876

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Alternative Dispute Resolution (ADR) Information Package

You Don't Have to Sue —

Here are some other ways to resolve a civil dispute.

The plaintiff must serve a copy of the ADR information package on each defendant along with the complaint. (CRC 201.9(c))

Superior Court of California
County of San Francisco

Introduction

Did you know that most civil lawsuits settle without a trial?

And did you know that there are a number of ways to resolve civil disputes without having to sue somebody?

These alternatives to a lawsuit are known as alternative dispute resolutions (ADR). The most common forms of ADR are mediation, arbitration and case evaluation. There are a number of other kinds of ADR as well.

In ADR, trained, impartial persons decide disputes or help parties decide disputes themselves. These persons are called neutrals. For example, in mediation, the neutral is the mediator. Neutrals normally are chosen by the disputing parties or by the court. Neutrals can help parties resolve disputes without having to go to court.

ADR is not new. ADR is available in many communities through dispute resolution programs and private neutrals.

Advantages of ADR

ADR can have a number of advantages over a lawsuit.

- *ADR can be speedier.* A dispute often can be resolved in a matter of months, even weeks, through ADR, while a lawsuit can take years.
- *ADR can save money.* Court costs, attorneys fees, and expert fees can be saved.
- *ADR can permit more participation.* The parties may have more chances to tell their side of the story than in court and may have more control over the outcome.
- *ADR can be flexible.* The parties can choose the ADR process that is best for them. For example, in mediation the parties may decide how to resolve their dispute.
- *ADR can be cooperative.* This means that the parties having a dispute may work together with the neutral to resolve the dispute and agree to a remedy that makes sense to them, rather than work against each other.

- *ADR can reduce stress.* There are fewer, if any, court appearances. And because ADR can be speedier, and save money, and because the parties are normally cooperative, ADR is easier on the nerves. The parties don't have a lawsuit hanging over their heads for years.

- *ADR can be more satisfying.* For all the above reasons, many people have reported a high degree of satisfaction with ADR.

Because of these advantages, many parties choose ADR to resolve a dispute, instead of filing a lawsuit. Even when a lawsuit has been filed, the court can refer the dispute to a neutral before the parties' position harden and the lawsuit becomes costly. ADR has been used to resolve disputes even after a trial, when the result is appealed.

Disadvantages of ADR

ADR may not be suitable for every dispute.

- If ADR is binding, the parties normally give up most court protections, including a decision by a judge or jury under formal rules of evidence and procedure, and review for legal error by an appellate court.

- There generally is less opportunity to find out about the other side's case with ADR than with litigation. ADR may not be effective if it takes place before the parties have sufficient information to resolve the dispute.

- The neutral may charge a fee for his or her services.

- If a dispute is not resolved through ADR, the parties may have to put time and money into both ADR and a lawsuit.

- Lawsuits must be brought within specified periods of time, known as statutes of limitation. Parties must be careful not to let a statute of limitations run out while a dispute is in an ADR process.

ALTERNATIVE DISPUTE RESOLUTION PROGRAMS
Of the San Francisco Superior Court

"It is the policy of the Superior Court that every noncriminal, nonjuvenile case participate either in an early settlement conference, mediation, arbitration, early neutral evaluation or some other alternative dispute resolution process prior to a mandatory settlement conference or trial." (Superior Court Local Rule 4)

This guide is designed to assist attorneys, their clients and self-represented litigants in complying with San Francisco Superior Court's alternative dispute resolution ("ADR") policy. Attorneys are encouraged to share this guide with clients. By making informed choices about dispute resolution alternatives, attorneys, their clients and self-represented litigants may achieve a more satisfying resolution of civil disputes.

The San Francisco Superior Court currently offers three ADR programs for civil matters; each program is described below:

1) Judicial arbitration
2) Mediation
3) The Early Settlement Program (ESP) in conjunction with the San Francisco Bar Association.

JUDICIAL ARBITRATION

Description

In arbitration, a neutral "arbitrator" presides at a hearing where the parties present evidence through exhibits and testimony. The arbitrator applies the law to the facts of the case and makes an award based upon the merits of the case. When the Court orders a case to arbitration it is called judicial arbitration. The goal of arbitration is to provide parties with an adjudication that is earlier, faster, less formal, and usually less expensive than a trial. Upon stipulation of all parties, other civil matters may be submitted to judicial arbitration.

Although not currently a part of the Court's ADR program, civil disputes may also be resolved through private arbitration. Here, the parties voluntarily consent to arbitration. If all parties agree, private arbitration may be binding and the parties give up the right to judicial review of the arbitrator's decision. In private arbitration, the parties select a private arbitrator and are responsible for paying the arbitrator's fees.

Operation

Pursuant to CCP 1141.11 and Local Rule 4, all civil actions in which the amount in controversy is $50,000 or less, and no party seeks equitable relief, shall be ordered to arbitration. A case is ordered to arbitration after the Case Management Conference. An arbitrator is chosen from the Court's Arbitration Panel. Most cases ordered to arbitration are also ordered to a pre-arbitration settlement conference. Arbitrations are generally held between 7 and 9 months after a complaint has been filed. Judicial arbitration is not binding unless all parties agree to be bound by the arbitrator's decision. Any party may request a court trial within 30 days after the arbitrator's award has been filed.

Cost

There is no cost to the parties for judicial arbitration or for the pre-arbitration settlement conference.

MEDIATION

Description

Mediation is a voluntary, flexible, and confidential process in which a neutral third party "mediator" facilitates negotiations. The goal of mediation is to reach a mutually satisfactory agreement that resolves all or part of the dispute after exploring the significant interests, needs, and priorities of the parties in light of relevant evidence and the law.

Although there are different styles and approaches to mediation, most mediations begin with presentations of each side's view of the case. The mediator's role is to assist the parties in communicating with each other, expressing their interests, understanding the interests of opposing parties, recognizing areas of agreement and generating options for resolution. Through questions, the mediator aids each party in assessing the strengths and weaknesses of their position.

A mediator does not propose a judgment or provide an evaluation of the merits and value of the case. Many attorneys and litigants find that mediation's emphasis on cooperative dispute resolution produces more satisfactory and enduring resolutions. Mediation's non-adversarial approach is particularly effective in disputes in which the parties have a continuing relationship, where there are multiple parties, where equitable relief is sought, or where strong personal feelings exist.

Operation

San Francisco Superior Court Local Court Rule 4 **provides three different voluntary mediation programs** for civil disputes. An appropriate program is available for all civil cases, regardless of the type of action or type of relief sought.

To help litigants and attorneys identify qualified mediators, the Superior Court maintains a list of mediation providers whose training and experience have been reviewed and approved by the Court. The list of court approved mediation providers can be found at www.sfgov.org/courts. Litigants are not limited to mediators on the court list and may select any mediator agreed upon by all parties. A mediation provider need not be an attorney.

Local Rule 4.2 D allows for mediation in lieu of judicial arbitration, so long as the parties file a stipulation to mediate within 240 days from the date the complaint is filed. If settlement is not reached through mediation, a case proceeds to trial as scheduled.

Private Mediation

The Private Mediation program accommodates cases that wish to participate in private mediation to fulfill the court's alternative dispute resolution requirement. The parties select a mediator, panel of mediators or mediation program of their choice to conduct the mediation. The cost of mediation is borne by the parties equally unless the parties agree otherwise.

Parties in civil cases that have not been ordered to arbitration may consent to private mediation at any point before trial. Parties willing to submit a matter to private mediation should indicate this preference on the Stipulation to Alternative Dispute Resolution form or the Case Management Statement (CM-110). Both forms are attached to this packet.

Voluntary Early Mediation (*effective 9/2/03*)

The Voluntary Early Mediation program is a coordinated effort of the San Francisco Superior Court and The Bar Association of San Francisco (BASF) in which a court approved mediator provides three hours of mediation at no charge to the parties. It is designed to afford civil litigants the opportunity to engage in early mediation of a case shortly after filing the complaint, in an effort to resolve the matter before substantial funds are expended on the litigation process. Although the goal of the program is to provide the service at the outset of the litigation, the program may be utilized at anytime throughout the litigation process.

The mediators participating in the program have been pre-approved by the court pursuant to strict educational and experience requirements.

After the filing of the signed Stipulation to Alternative Dispute Resolution form included in this ADR package the parties will be contacted by BASF. Upon payment of the $200 per party administration fee, parties select a specific mediator from the list of court approved mediation providers. The hourly mediator fee beyond the first three hours will vary depending on the mediator selected. Waiver of the administrative fee based on financial hardship is available.

A copy of the Voluntary Early Mediation program rules can be found on the BASF website at www.sfbar.org, or you may call BASF at 415-782-8913

Judicial Mediation

The Judicial Mediation program is designed to provide early mediation of complex cases by volunteer judges of the San Francisco Superior Court. Cases considered for the program include construction defect, employment discrimination, professional malpractice, insurance coverage, toxic torts and industrial accidents.

Parties interested in judicial mediation should file the Stipulation to Alternative Dispute Resolution form attached to this packet indicating a joint request for inclusion in the program. A preference for a specific judge may be indicated. The court Alternative Dispute Resolution Coordinator will coordinate assignment of cases that qualify for the program.

Cost

Generally, the cost of Private Mediation ranges from $200 per hour to $400 per hour and is shared equally by the parties. Many mediators are willing to adjust their fees depending upon the income and resources of the parties. Any party who meets certain eligibility requirements may ask the court to appoint a mediator to serve at no cost to the parties.

The Voluntary Early Mediation program provides three hours of mediation time at no cost with a $200 per party administrative fee.

There is no charge for participation in the Judicial Mediation program.

EARLY SETTLEMENT PROGRAM

Description

The Bar Association of San Francisco, in cooperation with the Court, offers an Early Settlement Program ("ESP") as part of the Court's settlement conference calendar. The goal of early settlement is to provide participants an opportunity to reach a mutually acceptable settlement that resolves all or part of the dispute. The two-member volunteer attorney panel reflects a balance between plaintiff and defense attorneys with at least 10 years of trial experience.

As in mediation, there is no set format for the settlement conference. A conference typically begins with a brief meeting with all parties and counsel, in which each is given an opportunity to make an initial statement. The panelists then assist the parties in understanding and candidly discussing the strengths and weaknesses of the case. The Early Settlement Conference is considered a "quasi-judicial" proceeding and, therefore, is not entitled to the statutory confidentiality protections afforded to mediation.

Operation

Civil cases enter the ESP either voluntarily or through assignment by the Court. Parties who wish to choose the early settlement process should indicate this preference on the status and setting conference statement.

If a matter is assigned to the ESP by the Court, parties may consult the ESP program materials accompanying the "Notice of the Early Settlement Conference" for information regarding removal from the program.

Participants are notified of their ESP conference date approximately 4 months prior to trial. The settlement conference is typically held 2 to 3 months prior to the trial date. The Bar Association's ESP Coordinator informs the participants of names of the panel members and location of the settlement conference approximately 2 weeks prior to the conference date.

Local Rule 4.3 sets out the requirements of the ESP. All parties to a case assigned to the ESP are required to submit a settlement conference statement prior to the conference. All parties, attorneys who will try the case, and insurance representatives with settlement authority are required to attend the settlement conference. If settlement is not reached through the conference, the case proceeds to trial as scheduled.

Cost

All parties must submit a $200 generally non-refundable administrative fee to the Bar Association of San Francisco. Parties who meet certain eligibility requirements may request a fee waiver. For more information, please contact the ESP Coordinator at (415) 982-1600.

* *

For further information about San Francisco Superior Court ADR programs or dispute resolution alternatives, please contact:

Superior Court Alternative Dispute Resolution Coordinator,
400 McAllister Street, Room 103
San Francisco, CA 94102
(415) 551-3870

or visit the Superior Court Website at
http://sfgov.org/site/courts_page.asp?id=3672

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO

400 McAllister Street, San Francisco, CA 94102-4514

Plaintiff v. Defendant	Case No. ____________ STIPULATION TO ALTERNATIVE DISPUTE RESOLUTION

The parties hereby stipulate that this action shall be submitted to the following alternative dispute resolution process:

- ☐ Private Mediation
- ☐ Binding arbitration
- ☐ Non-binding judicial arbitration
- ☐ BASF Early Settlement Program
- ☐ Other ADR process (describe) ____________
- ☐ Voluntary Early Mediation
- ☐ Judicial Mediation
  Judge ____________
  Judge ____________

Plaintiff(s) and Defendant(s) further agree as follows:

____

____

____

Name of Party Stipulating | Name of Party or Attorney Executing Stipulation | Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant Dated: ____________

Name of Party Stipulating | Name of Party or Attorney Executing Stipulation | Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant Dated: ____________

Name of Party Stipulating | Name of Party or Attorney Executing Stipulation | Signature of Party or Attorney

☐ Plaintiff ☐ Defendant ☐ Cross-defendant Dated: ____________

☐ *Additional signature(s) attached*

CM-110

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address):	FOR COURT USE ONLY
TELEPHONE NO.: FAX NO. (Optional): E-MAIL ADDRESS (Optional): ATTORNEY FOR (Name):	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF STREET ADDRESS: MAILING ADDRESS: CITY AND ZIP CODE: BRANCH NAME:	
PLAINTIFF/PETITIONER: DEFENDANT/RESPONDENT:	
CASE MANAGEMENT STATEMENT (Check one): ☐ UNLIMITED CASE (Amount demanded exceeds $25,000) ☐ LIMITED CASE (Amount demanded is $25,000 or less)	CASE NUMBER:

A CASE MANAGEMENT CONFERENCE is scheduled as follows:

Date: Time: Dept.: Div.: Room:

Address of court *(if different from the address above)*:

INSTRUCTIONS: All applicable boxes must be checked, and the specified information must be provided.

1. Party or parties *(answer one)*:
   a. ☐ This statement is submitted by party *(name)*:
   b. ☐ This statement is submitted jointly by parties *(names)*:

2. Complaint and cross-complaint *(to be answered by plaintiffs and cross-complainants only)*
   a. The complaint was filed on *(date)*:
   b. ☐ The cross-complaint, if any, was filed on *(date)*:

3. Service *(to be answered by plaintiffs and cross-complainants only)*
   a. ☐ All parties named in the complaint and cross-complaint have been served, or have appeared, or have been dismissed.
   b. ☐ The following parties named in the complaint or cross-complaint
      (1) ☐ have not been served *(specify names and explain why not)*:
      (2) ☐ have been served but have not appeared and have not been dismissed *(specify names)*:
      (3) ☐ have had a default entered against them *(specify names)*:
   c. ☐ The following additional parties may be added *(specify names, nature of involvement in case, and the date by which they may be served)*:

4. Description of case
   a. Type of case in ☐ complaint ☐ cross-complaint *(describe, including causes of action)*:

PLAINTIFF/PETITIONER	CASE NUMBER:
DEFENDANT/RESPONDENT:	

4. b. Provide a brief statement of the case, including any damages. *(If personal injury damages are sought, specify the injury and damages claimed, including medical expenses to date [indicate source and amount], estimated future medical expenses, lost earnings to date, and estimated future lost earnings. If equitable relief is sought, describe the nature of the relief.)*

☐ *(If more space is needed, check this box and attach a page designated as Attachment 4b.)*

5. **Jury or nonjury trial**
The party or parties request ☐ a jury trial ☐ a nonjury trial *(if more than one party, provide the name of each party requesting a jury trial):*

6. **Trial date**
a. ☐ The trial has been set for *(date):*
b. ☐ No trial date has been set. This case will be ready for trial within 12 months of the date of the filing of the complaint *(if not, explain):*

c. Dates on which parties or attorneys will not be available for trial *(specify dates and explain reasons for unavailability):*

7. **Estimated length of trial**
The party or parties estimate that the trial will take *(check one):*
a. ☐ days *(specify number):*
b. ☐ hours (short causes) *(specify):*

8. **Trial representation** *(to be answered for each party)*
The party or parties will be represented at trial ☐ by the attorney or party listed in the caption ☐ by the following:
a. Attorney:
b. Firm:
c. Address:
d. Telephone number:
e. Fax number:
f. E-mail address:
g. Party represented:
☐ Additional representation is described in Attachment 8.

9. **Preference**
☐ This case is entitled to preference *(specify code section):*

10. **Alternative Dispute Resolution (ADR)**
a. Counsel ☐ has ☐ has not provided the ADR information package identified in rule 201.9 to the client and has reviewed ADR options with the client.
b. ☐ All parties have agreed to a form of ADR. ADR will be completed by *(date):*
c. ☐ The case has gone to an ADR process *(indicate status):*

PLAINTIFF/PETITIONER:	CASE NUMBER
DEFENDANT/RESPONDENT:	

10 d. The party or parties are willing to participate in *(check all that apply)*:
(1) ☐ Mediation
(2) ☐ Nonbinding judicial arbitration under Code of Civil Procedure section 1141.12 (discovery to close 15 days before arbitration under Cal. Rules of Court, rule 1612)
(3) ☐ Nonbinding judicial arbitration under Code of Civil Procedure section 1141.12 (discovery to remain open until 30 days before trial; order required under Cal. Rules of Court, rule 1612)
(4) ☐ Binding judicial arbitration
(5) ☐ Binding private arbitration
(6) ☐ Neutral case evaluation
(7) ☐ Other *(specify)*:

e. ☐ This matter is subject to mandatory judicial arbitration because the amount in controversy does not exceed the statutory limit.
f. ☐ Plaintiff elects to refer this case to judicial arbitration and agrees to limit recovery to the amount specified in Code of Civil Procedure section 1141.11.
g. ☐ This case is exempt from judicial arbitration under rule 1601(b) of the California Rules of Court *(specify exemption)*:

11. Settlement conference
☐ The party or parties are willing to participate in an early settlement conference *(specify when)*:

12. Insurance
a. ☐ Insurance carrier, if any, for party filing this statement *(name)*:
b. Reservation of rights: ☐ Yes ☐ No
c. ☐ Coverage issues will significantly affect resolution of this case *(explain)*:

13. Jurisdiction
Indicate any matters that may affect the court's jurisdiction or processing of this case, and describe the status.
☐ Bankruptcy ☐ Other *(specify)*:
Status:

14. Related cases, consolidation, and coordination
a. ☐ There are companion, underlying, or related cases.
(1) Name of case:
(2) Name of court:
(3) Case number:
(4) Status:
☐ Additional cases are described in Attachment 14a.
b. ☐ A motion to ☐ consolidate ☐ coordinate will be filed by *(name party)*:

15. Bifurcation
☐ The party or parties intend to file a motion for an order bifurcating, severing, or coordinating the following issues or causes of action *(specify moving party, type of motion, and reasons)*:

16. Other motions
☐ The party or parties expect to file the following motions before trial *(specify moving party, type of motion, and issues)*:

PLAINTIFF/PETITIONER:	CASE NUMBER
DEFENDANT/RESPONDENT:	

17. **Discovery**
   a. ☐ The party or parties have completed all discovery.
   b. ☐ The following discovery will be completed by the date specified *(describe all anticipated discovery)*:

Party	Description	Date

   c. ☐ The following discovery issues are anticipated *(specify)*:

18. **Economic Litigation**
   a. ☐ This is a limited civil case (i.e., the amount demanded is $25,000 or less) and the economic litigation procedures in Code of Civil Procedure sections 90 through 98 will apply to this case.
   b. ☐ This is a limited civil case and a motion to withdraw the case from the economic litigation procedures or for additional discovery will be filed *(if checked, explain specifically why economic litigation procedures relating to discovery or trial should not apply to this case)*:

19. **Other issues**
   ☐ The party or parties request that the following additional matters be considered or determined at the case management conference *(specify)*:

20. **Meet and confer**
   a. ☐ The party or parties have met and conferred with all parties on all subjects required by rule 212 of the California Rules of Court *(if not, explain)*:

   b. After meeting and conferring as required by rule 212 of the California Rules of Court, the parties agree on the following *(specify)*:

21. **Case management orders**
   Previous case management orders in this case are *(check one)*: ☐ none ☐ attached as Attachment 21.

22. Total number of pages attached *(if any)*: ________

I am completely familiar with this case and will be fully prepared to discuss the status of discovery and ADR, as well as other issues raised by this statement, and will possess the authority to enter into stipulations on these issues at the time of the case management conference, including the written authority of the party where required.

Date:

________________________ ▶ ________________________
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY)

________________________ ▶ ________________________
(TYPE OR PRINT NAME) (SIGNATURE OF PARTY OR ATTORNEY)

☐ Additional signatures are attached

PROOF OF SERVICE

I, **Cheryl McInerney,** declare:

1. I am employed in the City and County of San Francisco, California by Shartsis Friese LLP at One Maritime Plaza, 18th Floor, San Francisco, California 94111.

2. I am over the age of eighteen years and am not a party to the within cause.

3. I am readily familiar with Shartsis Friese LLP's practice for collection and processing of correspondence and documents for mailing with the United States Postal Service, which in the normal course of business provides for the deposit of all correspondence and documents with the United States Postal Service on the same day they are collected and processed for mailing.

4. On August 30, 2005, at Shartsis Friese LLP located at the above-referenced address, I served the attached NOTICE OF REMOVAL OF ACTION PURSUANT TO 28 U.S.C. § 1441(b) (DIVERSITY); CERTIFICATION OF INTERESTED ENTITIES OR PERSONS PURSUANT TO LOCAL RULE 3-16 on the interested parties in said cause by

_x_ personal delivery by messenger service of the document(s) above to the person(s) at the address(es) set forth below:

___ placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in accordance with the firm's practice of collection and processing correspondence for mailing to the person(s) at the address(es) set forth below:

___ facsimile transmission pursuant to Rule 2008 of the California Rules of Court on this date before 5:00 p.m. (PST) of the document(s) listed above from sending facsimile machine main telephone number (415) 421-2922, and which transmission was reported as complete and without error (copy of which is attached), to facsimile number(s) set forth below:

Patrick E. Catalano, Esq.
781 Beach St #333
San Francisco, CA 94109-1245
Tel: (415) 788-0207
Fax: (415) 477-0066

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 30, 2005 in San Francisco, California.

Cheryl McInerney

CHERYL McINERNEY

CAM\7002\001\1318298.01

SHARTSIS FRIESE LLP
EIGHTEENTH FLOOR
ONE MARITIME PLAZA
SAN FRANCISCO, CALIFORNIA 94111